



State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Lisbon Association of Paraprofessionals,
NEA-New Hampshire

Complainant

v.

Lisbon Regional School District
Respondent

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Case No: E-0007-1

Decision No. 2005-132

PRE-HEARING MEMORANDUM AND ORDER

BACKGROUND

The Lisbon Association of Paraprofessionals, NEA-New Hampshire, (hereinafter "the Union") filed an unfair labor practice complaint on June 27, 2005 alleging that the Lisbon Regional School District (hereinafter "the District") committed an unfair labor practice in violation of RSA 273-A:5 I (e), (h) and (i) by its refusal to pay certain health insurance benefits under the parties' contract. More specifically, the Union states that the parties entered into their first contract on February 7, 2005, reaching agreement therein to a new salary schedule, one holiday, and agreed to keep all the other language that was present in the District's existing employment policies. According to the Union, the agreement contained provisions that the District would pay for 95% of the cost for two (2) person and family health insurance coverage under Matthew Thornton. The Union submits that it was signed by the parties, ratified by the parties, and funded by the legislative body. However, as alleged in the instant complaint, the school board chairman informed the Union on June 23, 2005 that it would not honor the written agreement made by the parties on February 7, 2005 and denied employee access to two (2) person and family health insurance coverage. As remedies, the Union requests that (1) the PELRB order the District to cease and desist from denying bargaining unit members access to two person and family health care coverage, (2) that bargaining unit members be given the opportunity to sign up for the health care coverage of their choice, and (3) that bargaining unit members be made whole.

The District filed its answer denying the Union's charge on July 13, 2005. The District admits that the parties negotiating teams reached a tentative agreement for their first collective bargaining agreement on February 7, 2005. The District also admits that this tentative agreement provided for a one-year CBA covering the 2005-2006 school year. The District moreover admits that the parties agreed to a new wage schedule and to one new holiday, and agreed to make no

other changes from the paraprofessionals 2004-2005 benefits. In all other respects, the District denies the allegations set forth in the Union's unfair labor practice charge.

By way of further answer, the District submits that paraprofessionals' 2004-2005 health insurance benefits allowed access to single, but not two (2) person or family, health insurance coverage, and that there was no meeting of the minds or agreement by the parties negotiating teams to give paraprofessionals access to health insurance coverage other than single coverage. It also asserts, among other things, that it never ratified an agreement to give paraprofessionals access to health insurance coverage other than single and that District voters did not approve cost items associated with giving paraprofessionals access to health insurance coverage other than single. Accordingly, the District requests that the PELRB (1) dismiss the unfair labor practice charge; and (2) grant such further relief as may be appropriate and within the PELRB's jurisdiction.

A pre-hearing conference was held on October 5, 2005 at PELRB offices, Concord, New Hampshire.

PARTICIPATING REPRESENTATIVES

For the Union: Jay Tolman, UniServ Director.

For the District: Abigail J. Sykas, Esq.

ISSUES PRESENTED FOR BOARD REVIEW

- (1) Has the District committed an Unfair Labor Practice in violation of RSA 273-A:5 I (e), (h) and/or (i) by refusing to allow employees access to 2-person and family health insurance coverage/benefits under the parties contract?¹
- (2) If so, what shall be the remedy?

WITNESSES

For the Union:

1. David Webster, Field Consultant, NEA-NH
2. Jeanette Blodgett, Paraprofessional, Bargaining Team Member
3. Lisa Peterson, Paraprofessional, Bargaining Team Member
4. Donna Northrop, Paraprofessional, Bargaining Team Member

For the District:

¹ Following discussions during the pre-hearing conference, it was determined that the focus of an evidentiary hearing would be to the issue of whether bargaining unit employees were entitled to (or had access to) two (2) person and family health insurance benefits during the 2004-2005 school year, since it is recognized that the 2005-2006 CBA provided for a new salary schedule, one new holiday, and all the other benefits would remain the same.

1. Paul Tetreault, School Board Member, '05-'06 Negotiating Team
2. Tom White, School Board Member, '05-'06 Negotiating Team
3. David Webster, Field Consultant, NEA-NH
4. Jeanette Blodgett, Paraprofessional, Bargaining Team Member
5. Lisa Peterson, Paraprofessional, Bargaining Team Member
6. Donna Northrop, Paraprofessional, Bargaining Team Member
7. Donald Johnson, Superintendent

Both parties reserve the right to amend their List of Witnesses in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with reasonable notice to the other party. It is understood that each party may rely on the representations of the other party that witnesses appearing on their respective list will be available at the hearing.

EXHIBITS

Joint Exhibits:

1. 2005-2006 CBA

For the Union:

None other than those marked above as joint.

For the District:

1. Individual Employment Contracts
2. E-mails between negotiating committees
3. Benefit Cost calculations
4. Warrant article
5. Annual meeting minutes
6. Applicable Employment Policies
7. List of Health insurance coverage accessed by employees

Both parties reserve the right to amend their List of Exhibits in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with reasonable notice to the other party. Copies of all exhibits are to be submitted to the presiding officer in accordance with Pub 203.02. It is understood that each party may rely on the representations of the other party that the exhibits listed above will be available at the hearing.

LENGTH OF HEARING

The time set aside for this hearing will be one-half (½) day.

DECISION

1. The parties' representatives shall meet, or otherwise confer, in order to compose a mutual statement of agreed facts and exhibits. The parties' representatives shall memorialize those facts and exhibits upon which they can so stipulate and file those documents with the PELRB no later than **October 13, 2005**.

2. The party representatives shall forward any amendments to, or deletions from, their Witness and Exhibit lists, as detailed above, to the opposing representative or counsel, and to the PELRB, at least five (5) days prior to the scheduled hearing date. The party representatives shall meet, or otherwise arrange, to pre-mark any exhibits, for identification, prior to the time of hearing and have sufficient copies available for distribution at the hearing as required by Pub 203.02.

3. Unless otherwise ordered as a result of the filing of any subsequent motion or for other good cause shown, an evidentiary hearing between the parties will be held on:

October 18, 2005 @ 9:30 AM

at the offices of the Public Employee Labor Relations Board, Concord, New Hampshire.

So ordered.

Signed this 5th day of October, 2005.



Peter C. Phillips, Esq.
Hearing Officer

Distribution:

Jay Tolman, UniServ Director
Abigail J. Sykas, Esq.